

## UNITED STATES DISTRICT COURT

for the  
District of Nevada

NOV 23 2016

CLERK US DISTRICT COURT  
DISTRICT OF NEVADA

BY:

DEPUTY

Richard Daley Et al,  
A.K.A. RICHARD DALEY Et al,

Case No. \_\_\_\_\_

(to be filled in by the Clerk's Office)

)

)

)

Jury Trial: (check one)  Yes  No

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint.  
If the names of all the plaintiffs cannot fit in the space above,  
please write "see attached" in the space and attach an additional  
page with the full list of names.)

-v-

CVS PHARMACY INC. Et al,

2:16-cv-02693-JCM-CWH

Defendant(s)

(Write the full name of each defendant who is being sued. If the  
names of all the defendants cannot fit in the space above, please  
write "see attached" in the space and attach an additional page  
with the full list of names.)

)

)

)

## COMPLAINT FOR A CIVIL CASE

## I. The Parties to This Complaint

## A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Richard Daley Et al,
Street Address	3273 East Flamingo Road #208
City and County	Las Vegas, County of Clark
State and Zip Code	Nevada 89121
Telephone Number	(702) 460-9192
E-mail Address	_____

## B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

## Defendant No. 1

Name	<u>CVS PHARMACY INC. Et al,</u>
Job or Title ( <i>if known</i> )	
Street Address	<u>3550 WEST SAHARA AVE.</u>
City and County	<u>LAS VEGAS, COUNTY OF CLARK</u>
State and Zip Code	<u>NEVADA 89102</u>
Telephone Number	<u>(702) 873-7171</u>
E-mail Address ( <i>if known</i> )	

## Defendant No. 2

Name	<u>NOT APPLICABLE</u>
Job or Title ( <i>if known</i> )	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address ( <i>if known</i> )	

## Defendant No. 3

Name	
Job or Title ( <i>if known</i> )	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address ( <i>if known</i> )	

## Defendant No. 4

Name	
Job or Title ( <i>if known</i> )	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address ( <i>if known</i> )	

## II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

Federal question  Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

### A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

Employment Retaliation under Title 5 USC 2302, ADEA 11.3 and EEOC Federally Protected Activities, Age Discrimination under Title 29 USC 14, Fraud under 18 USC 47 and The Americans With Disabilities Act of 1990 and Uniform Commercial Code Article 2 Section 2206 Offer and Acceptance in the formation of a contract under The Uniform Commercial Code 2-206.

### B. If the Basis for Jurisdiction Is Diversity of Citizenship

#### 1. The Plaintiff(s)

##### a. If the plaintiff is an individual

The plaintiff, *(name)* \_\_\_\_\_, is a citizen of the State of *(name)* \_\_\_\_\_.

##### b. If the plaintiff is a corporation

The plaintiff, *(name)* \_\_\_\_\_, is incorporated under the laws of the State of *(name)* \_\_\_\_\_, and has its principal place of business in the State of *(name)* \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)*

#### 2. The Defendant(s)

##### a. If the defendant is an individual

The defendant, *(name)* \_\_\_\_\_, is a citizen of the State of *(name)* \_\_\_\_\_. Or is a citizen of *(foreign nation)* \_\_\_\_\_.

## b. If the defendant is a corporation

The defendant, (name) \_\_\_\_\_, is incorporated under the laws of the State of (name) \_\_\_\_\_, and has its principal place of business in the State of (name) \_\_\_\_\_.  
 Or is incorporated under the laws of (foreign nation) \_\_\_\_\_, and has its principal place of business in (name) \_\_\_\_\_.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

## 3. The Amount in Controversy

The amount in controversy-the amount the plaintiff claims the defendant owes or the amount at stake-is more than \$75,000, not counting interest and costs of court, because *(explain)*:

Title 18 USC 3571 pecuniary damages are established in amounts from \$10,000.00 (TEN THOUSAND DOLLARS) U.S.D. up to \$250,000.00 (TWO HUNDRED AND FIFTY THOUSAND DOLLARS) U.S.D. per infraction listed above. In addition to that or instead, an employment contract which included medical and retirement benefits was breached. Finally a lawfully binding contract has been established on the private side which incurs a debt in the amount of       .

## III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

I am a 62 year old gentleman with diabetes. I was not given medically required accommodations such as breaks when needed and a chair to sit in while performing data entry requirements of my employment without undue burden. I have over 40 years in my profession and was replaced with someone who has less experience and demands less financial compensation a mere 2 years previous to me completing the necessary time (20 years of employment) which would entitle me to a medical and retirement package. By firing me CVS attempted to defraud me of these and possibly other benefits. This constitutes breach of the first contract.

When I was fired, agents of CVS Pharmacy told other agencies false, derogatory statements about me in word

## IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

- 1) I intended to remain employed for approximately 3 more years, until I retired at the age of 65, therefore I believe 3 years of lost wages should be awarded to me at a salary of \$115,000.00 (ONE HUNDRED FIFTEEN THOUSAND DOLLARS) U.S.D. per year.
- 2) CVS Pharmacy incur the cost of medical insurance and monthly pension commensurate with what I would be entitled to had I retired with 20 (TWENTY) years of employment.
- 3) Age discrimination.
- 4) Retaliation

**V. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

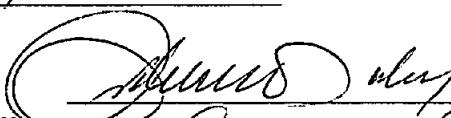
**A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: Nov 23, 2016

Signature of Plaintiff

Printed Name of Plaintiff

  
RICHARD DALEY

**B. For Attorneys**

Date of signing: \_\_\_\_\_

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

## AFFIDAVIT OF SERVICE

I Steve D. McNeill did personally mail, via U.S.P.S. mail, return receipt requested, a true and correct copy of the following documents to the office of CVS Pharmacy Inc., which is located at 3550 West Sahara Ave., [89102] in the County of Clark, State of Nevada.

- 1) Letter from Richard Daley, to CVS Pharmacy Inc. dated 20 September, 2016 (3 pages).
- 2) Letter from Richard Daley, CVS Pharmacy Inc. dated 5 October, 2016 (3 pages).
- 4) Letter from Richard Daley, CVS Pharmacy Inc. dated 25 October, 2016 (3 pages).

I swear this is true under penalty of perjury,

S. McNeill  
STEVEN DELL MCNEILL, All Rights Reserved

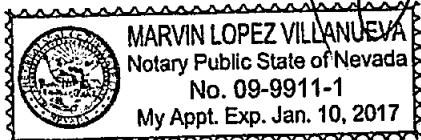
11/23/16  
Date

Notary 2  
NOTARY PUBLIC in and FOR said  
COUNTY AND STATE

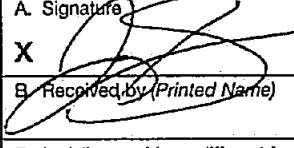
11/23/16  
Date

STATE OF NEVADA  
COUNTY OF CLARK

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
ON 11/23/16 BY STEVE DELL MCNEILL

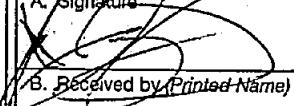




<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature </p> <p><input checked="" type="checkbox"/> X <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery <b>10/13</b></p>	
<p>1. Article Addressed to:</p> <p><b>CNS Pharmacy</b>  <b>3550 W. Sahara</b>  <b>Las Vegas, NV 89102</b>  <b>Attn: Toc Sawmick</b></p> <p></p> <p>9590 9402 1628 6053 3952 66</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p><b>016 1370 0000 0205 7593</b></p>		<p>3. Service Type</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Priority Mail Express®</li> <li><input type="checkbox"/> Registered Mail™</li> <li><input type="checkbox"/> Registered Mail Restricted Delivery</li> <li><input checked="" type="checkbox"/> Certified Mail®</li> <li><input type="checkbox"/> Certified Mail Restricted Delivery</li> <li><input type="checkbox"/> Collect on Delivery</li> <li><input type="checkbox"/> Collect on Delivery Restricted Delivery</li> <li><input type="checkbox"/> Insured Mail</li> <li><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</li> </ul>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature </p> <p><input checked="" type="checkbox"/> X <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery <b>9/27/16</b></p>	
<p>1. Article Addressed to:</p> <p><b>CNS Pharmacy Et-al</b>  <b>3550 W. Sahara</b>  <b>Las Vegas, NV 89102</b>  <b>Attn: Toc Sawmick</b></p> <p></p> <p>9590 9402 1628 6053 3952 35</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p><b>7016 1370 0000 0205 7586</b></p>		<p>3. Service Type</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Priority Mail Express®</li> <li><input type="checkbox"/> Registered Mail™</li> <li><input type="checkbox"/> Registered Mail Restricted Delivery</li> <li><input checked="" type="checkbox"/> Certified Mail®</li> <li><input type="checkbox"/> Certified Mail Restricted Delivery</li> <li><input type="checkbox"/> Collect on Delivery</li> <li><input type="checkbox"/> Collect on Delivery Restricted Delivery</li> <li><input type="checkbox"/> Insured Mail</li> <li><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</li> </ul>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

## Introduction to the History of the English Language

Tracking Number: 7016 1370 0000 0205 8064

This item was delivered on 10/31/2015 at 11:42:00

## Report by the Standing Committee on

330 W. 5th Ave  
Aut

Enter up to 35 items separated by commas.



Mr. Richard Daley  
3273 East Flamingo Road # 208  
Las Vegas, Nevada 89121  
(702) 613-8612

 COPY  
~~DO NOT COPY~~

20 September 2016

Dear Sir,

This is a self-executing contract. Notice to the principal is notice to the agent, notice to the agent is notice to the principal. You are hereby bound to inform all of your superiors and subordinates involved in this matter. If there is something you do not understand clearly, it is incumbent upon you to summon a superior officer, special prosecutor, federal judge or other competent legal counsel to immediately explain the significance of this instrument as per your duties and obligations in respect to this private formal instrument. You have 3 (three) days from the receipt of this AFFIDAVIT to respond on a point by point basis, via sworn AFFIDAVIT, under full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response and a complete nullity. If an extension of time is needed to properly answer, please request such in writing. Failure to respond will be deemed Nihil Dicit Tacit Acquiescence and constitutes agreement with the facts stated within the attached AFFIDAVIT and as an acceptance of liability. I will deal with you personally on these matters.

As you know I am 62 years old and have diabetes. Because that is a fact I belong to a protected class of persons under federal and even international laws. Despite that fact I was not given simple medically necessary breaks when needed and was not provided a simple seat, so I could perform my duties without discomfort. Factually CVS did nothing to accommodate my medical condition which may have created a hostile work environment in and of itself.

I am very qualified for the position as a pharmacist after over 40 years in the profession. I worked the last 18 of those years for Sav-On which was bought by CVS. I believe I am due remedy for damages against my person. I should have been given a severance package and a retirement package, I would legally be entitled to such after 20 years working for the company. He who bears the advantages also bears the disadvantages, so despite my only being with CVS for 10 of that 18 years when you purchased Sav-On I also gained the advantage of being a qualified employee and so I had been working for the company for nearly 20 years without incident. Then you hired a

team of people to downsize the company and suddenly I was written up for disciplinary actions enough times to allegedly warrant my firing.

One issue was me leaving work unfinished. The technician which would normally be working alongside me to assist me with the paperwork, filing, customer service, etc. was fired thus unreasonably increasing my workload without consideration. I feel confident that others would easily see the write ups were for incidental infractions which any normal person would not see as justification for me being terminated.

Despite me being very qualified and worthy of promotion and a pay increase, I was fired with willful and wanton disregard of the law. I have been cleared by the EEOC to proceed in litigation against CVS for retaliation, age and disability discrimination. I know you had to replace me with someone who possesses similar skills so the truth may be seen that my position was and is necessary, so downsizing may not be seen as truthful. You may have wrongfully fired me and then hired someone with less experience but similar skills who sought less pecuniary gain.

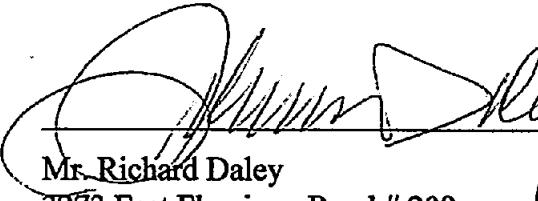
Equitable relief may not be granted to someone for wrongdoing, my work history was exemplary. I have many dozens and dozens of customers who specifically came in to see me instead of going to a different pharmacist on staff let alone a different pharmacy altogether because they appreciated my professionalism and disposition. My customers trusted their health and in fact their very lives to my care and sought me out because they felt confident the advice they received from me would eventually lead them to recovery from their ailment. I want my good name restored to me and I feel this termination was injurious to my reputation.

I do not intend to get into a lengthy court battle over these issues. I believe there is clear, convincing and overwhelming evidence that I was discriminated and retaliated against by CVS and its agents and that said discrimination was based on illegal discriminatory criteria.

The fact that my disability was never properly accommodated which may have caused potentially deadly and therefore completely unnecessary health risks, the fact I was retaliated against and fired for simple requests which would have prevented actual and potential injuries and the fact that someone younger, less experienced and with less pecuniary cost to the company replaced me, should make it clear to any reasonable person that downsizing was not the issue.

This undue burden has caused additional injuries such as provable increased issues with my diabetes, (chronic or acute) depression, unwarranted stress (mental, emotional and financial), confusion and lack of focus and a host of new issues.

With that in mind, I hereby demand you pay me the amount of \$5,000,000.00 (FIVE MILLION DOLLARS U.S.D.) within 10 days of receipt of this AFFIDAVIT. If I have to seek remedy elsewhere, I may also ask for further damages for my further injuries.

  
Mr. Richard Daley  
3273 East Flamingo Road # 208  
Las Vegas, Nevada 89121  
(702) 613-8612

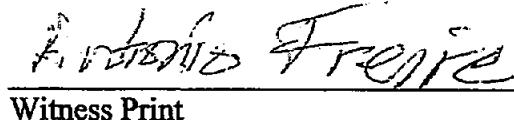
DATE

  
Phillip Alexander All rights reserved  
Witness Print

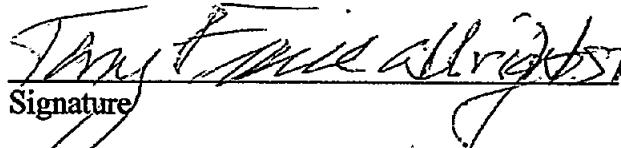
PHONE

Phillip Alexander  
Signature

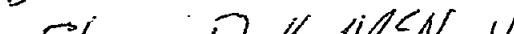
702 - 460 7406  
DATE

  
Antonio Freyre  
Witness Print

702 613 3612  
PHONE

  
Signature

DATE

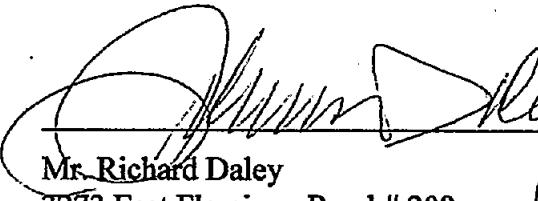
  
Star Dell McNeill  
Witness Print

702-244-0812  
PHONE

  
Signature

20, Sept. 2016  
DATE

With that in mind, I hereby demand you pay me the amount of \$5,000,000.00 (FIVE MILLION DOLLARS U.S.D.) within 10 days of receipt of this AFFIDAVIT. If I have to seek remedy elsewhere, I may also ask for further damages for my further injuries.

  
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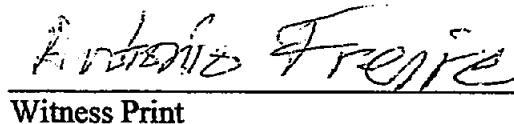
DATE

  
Phillip Alexander All rights reserved  
Witness Print

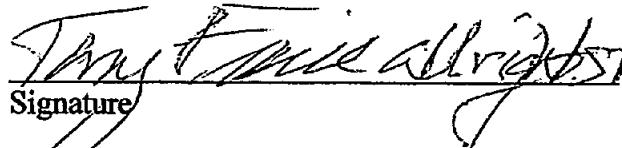
PHONE

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PHONE

  
Signature

20 Sept 2016  
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Star Dell McNeill  
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702-244-0812  
PHONE

  
Signature

20, Sept. 2016  
DATE





Mr. Richard Daley  
3273 East Flamingo Road # 208  
Las Vegas, Nevada 89121  
(702) 613-8612

5 October 2016

## 2<sup>nd</sup> NOTICE

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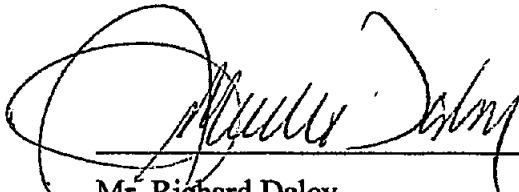
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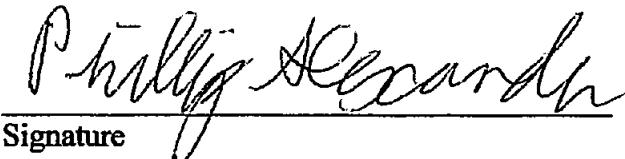
Mr. Richard Daley  
3273 East Flamingo Road # 208  
Las Vegas, Nevada 89121  
(702) 613-8612

Oct 5, 2016

DATE

PHILLIP ALEXANDER

First Witness Print



Signature

702 460 7406

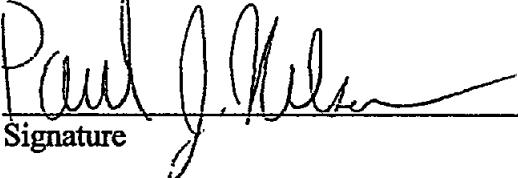
PHONE

Oct 5 2016

DATE

Paul J Nelson

Second Witness Print



Signature

818 445 3861

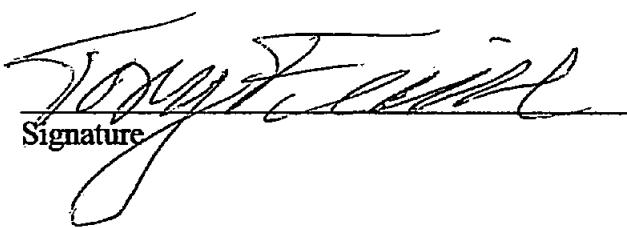
PHONE

Oct 5, 2016

DATE

Antonio Freire

Third Witness Print



702 613 8612

PHONE

Oct 5, 2016

DATE

 COPY

25 October 2016

Mr. Richard Daley  
3273 East Flamingo Road # 208  
Las Vegas, Nevada 89121  
(702) 613-8612

## NOTICE OF DEFAULT

Dear Sir,

This is a self-executing contract. Notice to the principal is notice to the agent, notice to the agent is notice to the principal. You are hereby bound to inform all of your superiors and subordinates involved in this matter. If there is something you do not understand clearly, it is incumbent upon you to summon a superior officer, special prosecutor, federal judge or other competent legal counsel to immediately explain the significance of this instrument as per your duties and obligations in respect to this private formal instrument. You have 3 (three) days from the receipt of this AFFIDAVIT to respond on a point by point basis, via sworn AFFIDAVIT, under full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response and a complete nullity. If an extension of time is needed to properly answer, please request such in writing. Failure to respond will be deemed Nihil Dicit Tacit Acquiescence and constitutes agreement with the facts stated within the attached AFFIDAVIT and as an acceptance of liability. I will deal with you personally on these matters.

As you know I am 62 years old and have diabetes. Because that is a fact I belong to a protected class of persons under federal and even international laws. Despite that fact I was not given simple medically necessary breaks when needed and was not provided a simple seat, so I could perform my duties without discomfort. Factually CVS did nothing to accommodate my medical condition which may have created a hostile work environment in and of itself.

I am very qualified for the position as a pharmacist after over 40 years in the profession. I worked the last 18 of those years for Sav-On which was bought by CVS. I believe I am due remedy for damages against my person. I should have been given a severance package and a retirement package, I would legally be entitled to such after 20 years working for the company. He who bears the advantages also bears the disadvantages, so despite my only being with CVS for 10 of that 18 years when you purchased Sav-On I also gained the advantage of being a qualified employee and so I had been working for the company for nearly 20 years without incident. Then you hired a

team of people to downsize the company and suddenly I was written up for disciplinary actions enough times to allegedly warrant my firing.

One issue was me leaving work unfinished. The technician which would normally be working alongside me to assist me with the paperwork, filing, customer service, etc. was fired thus unreasonably increasing my workload without consideration. I feel confident that others would easily see the write ups were for incidental infractions which any normal person would not see as justification for me being terminated.

Despite me being very qualified and worthy of promotion and a pay increase, I was fired with willful and wanton disregard of the law. I have been cleared by the EEOC to proceed in litigation against CVS for retaliation, age and disability discrimination. I know you had to replace me with someone who possesses similar skills so the truth may be seen that my position was and is necessary, so downsizing may not be seen as truthful. You may have wrongfully fired me and then hired someone with less experience but similar skills who sought less pecuniary gain.

Equitable relief may not be granted to someone for wrongdoing, my work history was exemplary. I have many dozens and dozens of customers who specifically came in to see me instead of going to a different pharmacist on staff let alone a different pharmacy altogether because they appreciated my professionalism and disposition. My customers trusted their health and in fact their very lives to my care and sought me out because they felt confident the advice they received from me would eventually lead them to recovery from their ailment. I want my good name restored to me and I feel this termination was injurious to my reputation.

I do not intend to get into a lengthy court battle over these issues. I believe there is clear, convincing and overwhelming evidence that I was discriminated and retaliated against by CVS and its agents and that said discrimination was based on illegal discriminatory criteria.

The fact that my disability was never properly accommodated which may have caused potentially deadly and therefore completely unnecessary health risks, the fact I was retaliated against and fired for simple requests which would have prevented actual and potential injuries and the fact that someone younger, less experienced and with less pecuniary cost to the company replaced me, should make it clear to any reasonable person that downsizing was not the issue.

This undue burden has caused additional injuries such as provable increased issues with my diabetes, (chronic or acute) depression, unwarranted stress (mental, emotional and financial), confusion and lack of focus and a host of new issues.

With that in mind, I hereby demand you pay me the amount of \$5,000,000.00 (FIVE MILLION DOLLARS U.S.D.) within 10 days of receipt of this AFFIDAVIT. If I have to seek remedy elsewhere, I may also ask for further damages for my further injuries.

10-25-16

10-25-16

DATE

Mr. Richard Daley  
3273 East Flamingo Road # 208  
Las Vegas, Nevada 89121  
(702) 613-8612

PHILLIP ALEXANDER

First Witness Print

702-4607406

10-25-16

PHONE

10-25-16

DATE

Steve McNeill

Second Witness Print

PHONE

10-25-16

DATE

Albert Jackson

Third Witness Print

702 608 5229

PHONE

October 25, 2016

DATE



EEOC Form 5 (11/09)

<b>CHARGE OF DISCRIMINATION</b>		Charge Presented To: <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC Agency(ies) Charge No(s): <b>487-2016-01151</b>	
<b>Nevada Equal Rights Commission</b> and EEOC			
State or local Agency, if any			
Name (indicate Mr., Ms., Mrs.) <b>Mr. Richard Daley</b>		Home Phone (Incl. Area Code) <b>(702) 460-9192</b>	
Street Address <b>3273 E. Flamingo Rd., #208, Las Vegas, NV 89121</b>		City, State and ZIP Code	
Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)			
Name <b>CVS PHARMACY INC.</b>		No. Employees, Members <b>500 or More</b>	Phone No. (Include Area Code) <b>(281) 882-5000</b>
Street Address <b>3550 W. Sahara Ave., Las Vegas, NV 89102</b>		City, State and ZIP Code	
Name		No. Employees, Members	Phone No. (Include Area Code)
Street Address City, State and ZIP Code			
DISCRIMINATION BASED ON (Check appropriate box(es).)			
DATE(S) DISCRIMINATION TOOK PLACE Earliest <b>10-07-2015</b> Latest			
<input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input checked="" type="checkbox"/> AGE <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> GENETIC INFORMATION <input type="checkbox"/> OTHER (Specify)		<input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):			
On or about September 7, 1997, I was hired by the Respondent as a Pharmacist. My last job title was Pharmacist.			
In or around January 2013, I informed Respondent regarding my medical condition and need for a reasonable accommodation. There is an accommodation that would allow me to perform the essential functions of the job. Respondent failed to engage in the interactive process.			
On or about October 7, 2015, I was discharged.			
I believe I was discriminated against because of my disability, and retaliated against for engaging in protected activity, in violation of the Americans with Disabilities Act of 1990, as amended.			
I believe I was discriminated against because of my age, 62 in violation of the Age Discrimination in Employment Act of 1967, as amended.			
I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY – When necessary for State and Local Agency Requirements	
I declare under penalty of perjury that the above is true and correct.		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT <b>RECEIVED</b> SUBSCRIBED AND SWEARN TO BEFORE ME THIS DATE (month, day, year) <b>AUG 12 2016</b> LAS VEGAS LOCAL OFFICE	
Aug 12, 2016 Date		Charging Party Signature	

CP Enclosure with EEOC Form 5 (11/09)

**PRIVACY ACT STATEMENT:** Under the Privacy Act of 1974, Pub. Law 93-579, authority to request personal data and its uses are:

1. **FORM NUMBER/TITLE/DATE.** EEOC Form 5, Charge of Discrimination (11/09).
2. **AUTHORITY.** 42 U.S.C. 2000e-5(b), 29 U.S.C. 211, 29 U.S.C. 626, 42 U.S.C. 12117, 42 U.S.C. 2000ff-6.
3. **PRINCIPAL PURPOSES.** The purposes of a charge, taken on this form or otherwise reduced to writing (whether later recorded on this form or not) are, as applicable under the EEOC anti-discrimination statutes (EEOC statutes), to preserve private suit rights under the EEOC statutes, to invoke the EEOC's jurisdiction and, where dual-filing or referral arrangements exist, to begin state or local proceedings.
4. **ROUTINE USES.** This form is used to provide facts that may establish the existence of matters covered by the EEOC statutes (and as applicable, other federal, state or local laws). Information given will be used by staff to guide its mediation and investigation efforts and, as applicable, to determine, conciliate and litigate claims of unlawful discrimination. This form may be presented to or disclosed to other federal, state or local agencies as appropriate or necessary in carrying out EEOC's functions. A copy of this charge will ordinarily be sent to the respondent organization against which the charge is made.
5. **WHETHER DISCLOSURE IS MANDATORY; EFFECT OF NOT GIVING INFORMATION.** Charges must be reduced to writing and should identify the charging and responding parties and the actions or policies complained of. Without a written charge, EEOC will ordinarily not act on the complaint. Charges under Title VII, the ADA or GINA must be sworn to or affirmed (either by using this form or by presenting a notarized statement or unsworn declaration under penalty of perjury); charges under the ADEA should ordinarily be signed. Charges may be clarified or amplified later by amendment. It is not mandatory that this form be used to make a charge.

#### NOTICE OF RIGHT TO REQUEST SUBSTANTIAL WEIGHT REVIEW

Charges filed at a state or local Fair Employment Practices Agency (FEPA) that dual-files charges with EEOC will ordinarily be handled first by the FEPA. Some charges filed at EEOC may also be first handled by a FEPA under worksharing agreements. You will be told which agency will handle your charge. When the FEPA is the first to handle the charge, it will notify you of its final resolution of the matter. Then, if you wish EEOC to give Substantial Weight Review to the FEPA's final findings, you must ask us in writing to do so within 15 days of your receipt of its findings. Otherwise, we will ordinarily adopt the FEPA's finding and close our file on the charge.

#### NOTICE OF NON-RETALIATION REQUIREMENTS

Please notify EEOC or the state or local agency where you filed your charge if retaliation is taken against you or others who oppose discrimination or cooperate in any investigation or lawsuit concerning this charge. Under Section 704(a) of Title VII, Section 4(d) of the ADEA, Section 503(a) of the ADA and Section 207(f) of GINA, it is unlawful for an *employer* to discriminate against present or former employees or job applicants, for an *employment agency* to discriminate against anyone, or for a *union* to discriminate against its members or membership applicants, because they have opposed any practice made unlawful by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the laws. The Equal Pay Act has similar provisions and Section 503(b) of the ADA prohibits coercion, intimidation, threats or interference with anyone for exercising or enjoying, or aiding or encouraging others in their exercise or enjoyment of, rights under the Act.

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

## DISMISSAL AND NOTICE OF RIGHTS

To: Richard Daley  
3273 E. Flamingo Rd. #208  
Las Vegas, NV 89121

From: Las Vegas Local Office  
333 Las Vegas Blvd South  
Suite-8112  
Las Vegas, NV 89101



*On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))*

EEOC Charge No.

EEOC Representative

Telephone No.

487-2016-01151

Brian Gorecki,  
Investigator

(702) 388-5052

## THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- Your allegations did not involve a disability as defined by the Americans With Disabilities Act.
- The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge
- The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- Other (briefly state)

**- NOTICE OF SUIT RIGHTS -**  
(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

Richard T. Burgamy,  
Local Office Director

AUG 24 2016

Enclosures(s)

(Date Mailed)

cc:

Jeffrey S. McAllister  
Legal Counsel  
CVS PHARMACY INC.  
c/o Morgan, Brown & Joy LLP  
200 State Street  
Boston, MA 02109

**NOTICE OF RIGHTS UNDER THE ADA AMENDMENTS ACT OF 2008 (ADAAA):** The ADA was amended, effective January 1, 2009, to broaden the definitions of disability to make it easier for individuals to be covered under the ADA/ADAAA. A disability is still defined as (1) a physical or mental impairment that substantially limits one or more major life activities (actual disability); (2) a record of a substantially limiting impairment; or (3) being regarded as having a disability. *However, these terms are redefined, and it is easier to be covered under the new law.*

**If you plan to retain an attorney to assist you with your ADA claim, we recommend that you share this information with your attorney and suggest that he or she consult the amended regulations and appendix, and other ADA related publications, available at [http://www.eeoc.gov/laws/types/disability\\_regulations.cfm](http://www.eeoc.gov/laws/types/disability_regulations.cfm).**

**“Actual” disability or a “record of” a disability (note: if you are pursuing a failure to accommodate claim you must meet the standards for either “actual” or “record of” a disability):**

- The limitations from the impairment no longer have to be severe or significant for the impairment to be considered substantially limiting.
- In addition to activities such as performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, thinking, concentrating, reading, bending, and communicating (more examples at 29 C.F.R. § 1630.2(i)), “major life activities” now include the operation of major bodily functions, such as: functions of the immune system, special sense organs and skin; normal cell growth; and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions; or the operation of an individual organ within a body system.
- Only one major life activity need be substantially limited.
- With the exception of ordinary eyeglasses or contact lenses, the beneficial effects of “mitigating measures” (e.g., hearing aid, prosthesis, medication, therapy, behavioral modifications) are not considered in determining if the impairment substantially limits a major life activity.
- An impairment that is “episodic” (e.g., epilepsy, depression, multiple sclerosis) or “in remission” (e.g., cancer) is a disability if it would be substantially limiting when active.
- An impairment may be substantially limiting even though it lasts or is expected to last fewer than six months.

**“Regarded as” coverage:**

- An individual can meet the definition of disability if an employment action was taken because of an actual or perceived impairment (e.g., refusal to hire, demotion, placement on involuntary leave, termination, exclusion for failure to meet a qualification standard, harassment, or denial of any other term, condition, or privilege of employment).
- “Regarded as” coverage under the ADAAA no longer requires that an impairment be substantially limiting, or that the employer perceives the impairment to be substantially limiting.
- The employer has a defense against a “regarded as” claim only when the impairment at issue is objectively BOTH transitory (lasting or expected to last six months or less) AND minor.
- A person is not able to bring a failure to accommodate claim if the individual is covered only under the “regarded as” definition of “disability.”

**Note:** Although the amended ADA states that the definition of disability “shall be construed broadly” and “should not demand extensive analysis,” some courts require specificity in the complaint explaining how an impairment substantially limits a major life activity or what facts indicate the challenged employment action was because of the impairment. Beyond the initial pleading stage, some courts will require specific evidence to establish disability. For more information, consult the amended regulations and appendix, as well as explanatory publications, available at [http://www.eeoc.gov/laws/types/disability\\_regulations.cfm](http://www.eeoc.gov/laws/types/disability_regulations.cfm).

## INFORMATION RELATED TO FILING SUIT UNDER THE LAWS ENFORCED BY THE EEOC

*(This information relates to filing suit in Federal or State court under Federal law.  
If you also plan to sue claiming violations of State law, please be aware that time limits and other  
provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS** -- **Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),  
the Genetic Information Nondiscrimination Act (GINA), or the Age  
Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge within 90 days of the date you receive this Notice. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed within 90 days of the date this Notice was mailed to you (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

**PRIVATE SUIT RIGHTS** -- **Equal Pay Act (EPA):**

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment: back pay due for violations that occurred more than 2 years (3 years) before you file suit may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit before 7/1/10 – not 12/1/10 – in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

**ATTORNEY REPRESENTATION** -- **Title VII, the ADA or GINA:**

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

**ATTORNEY REFERRAL AND EEOC ASSISTANCE** -- **All Statutes:**

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, **please make your review request within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

**IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.**